

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 7
Case No. 23-41113-KAC

IC Media Results, Inc. d/b/a Illingworth
Communications,

Debtor.

Patti J. Sullivan, as chapter 7 trustee of the
bankruptcy estate of the above-named debtor,

Adv. No.

Plaintiff,

v.

COMPLAINT

Rebecca Illingworth Penichot a/k/a Rebecca
Kim Illingworth a/k/a Rebecca Illingworth
Mckinnon a/k/a Rebecca Illingworth Radilla,
individually, and Thierry Penichot,
individually,

Defendants.

Plaintiff Patti J. Sullivan (the “Trustee” or “Plaintiff”), as chapter 7 trustee of the
bankruptcy estate of IC Media Results, Inc. d/b/a Illingworth Communications (“IC Media” or
“Debtor”), states and alleges as follows:

INTRODUCTION

The Debtor was a media buying agency that purchased ad space for its clients. Over an
almost four-year period, the Debtor’s president, Rebecca Illingworth, and her husband, Thierry
Penichot, siphoned and misappropriated millions of dollars from the Debtor to enrich and benefit
themselves. Defendants used the Debtor’s funds to purchase and renovate properties in Minnesota
and Florida, lease an Audi, fund their other restaurant businesses, and make numerous other

personal expenditures. As a result of this misconduct and self-dealing, the Debtor was forced to file for chapter 7 bankruptcy in June 2023, with over \$4.4 million of unpaid creditor claims. Since the Debtor's bankruptcy filing, Illingworth and Penichot have been liquidating their assets to avoid creditor obligations. Accordingly, the Trustee brings this action against Defendants for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, fraudulent transfer, avoidance of Defendants' homestead exemption, unjust enrichment, and the imposition of an equitable lien on Defendants' homestead.

JURISDICTION AND VENUE

1. The Debtor is a Minnesota corporation headquartered in Eden Prairie, Minnesota.
2. On June 2, 2023 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 7 of title 11 of the United States Code (the "Bankruptcy Code"). Patti J. Sullivan was appointed chapter 7 trustee.
3. This complaint is filed under Rule 7001(1), (2), (7) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").
4. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 1334 and 157(a).
5. This action arises in or is related to a case under title 11 of the United States Code.
6. All matters under 28 U.S.C. §§ 1334 and 157(a) have been referred to this Court by operation of Local Rule 1070-1, adopted by the District Court on July 27, 1984.
7. This is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (E), (F), (H), (K), and (O).
8. Venue is proper in this District pursuant to 28 U.S.C. § 1409.

9. As the appointed chapter 7 trustee, Plaintiff is authorized to bring this adversary proceeding pursuant to 11 U.S.C. §§ 544, 548, 550, 551, and 704.

10. Pursuant to Bankruptcy Rule 7008, Plaintiff consents to entry of final orders or judgment by the Bankruptcy Court.

PARTIES

11. Defendant Rebecca Illingworth Penichot (“Illingworth”) is a natural person domiciled in Minnesota.

12. Defendant Thierry Penichot (“Penichot” and together with Illingworth, the “Defendants”) is a natural person domiciled in Minnesota.

13. Illingworth and Penichot are husband and wife. They live in a home located at 2301 Parklands Road, St. Louis Park, Minnesota 55416 (the “Parklands Home”), which they purchased in or around June 2021. The Parklands Home is titled solely in Penichot’s name, even though both Illingworth and Penichot live there. On information and belief, both Illingworth and Penichot claim the Parklands Home as their homestead.

FACTS

I. Background

14. The Debtor was a media buying agency. Illingworth is the Debtor’s owner and president.

15. As a media buying agency, the Debtor was a “middleman.” Clients paid the Debtor to identify and purchase advertising space on their behalf. The Debtor would secure advertising space from various media vendors, including TV stations, radio stations, and other companies that run or place advertisements. The Debtor would then charge its clients for the cost of such

advertising space, plus a commission. Thereafter, the Debtor would use the client funds to pay the media vendors to run the client ads.

16. Aside from the Debtor, Illingworth and Penichot also co-owned and/or co-operated three restaurants in South Minneapolis: Tinto Cocina + Cantina, The Malt Shop, and Latin Hills Kitchen.

II. Siphoning and Misappropriation of Funds from the Debtor

17. Beginning in at least December 2019 (and possibly earlier), Illingworth and Penichot concocted a fraudulent scheme to divert millions of dollars of client funds and other funds from the Debtor to themselves. Illingworth charged the Debtor's clients for advertising space, but then intentionally failed to use some or all the client funds to pay the media vendors. Instead, Illingworth diverted some or all the client funds from the Debtor to herself and Penichot. Illingworth and Penichot used the money for personal expenditures and to enrich themselves.

18. Illingworth's and Penichot's multi-year scheme drained millions of dollars from the Debtor, ultimately leading to its bankruptcy in June 2023. Based on the Trustee's investigation to date—which is ongoing—Illingworth and Penichot diverted at least \$4.5 million from the Debtor to themselves.

Transfers to Personal Checking Account

19. From December 2019 through June 2023, Illingworth transferred at least \$1,346,700 of cash from the Debtor's Wells Fargo checking account to her personal Wells Fargo checking account. Illingworth used this cash for personal and family expenses unrelated to the Debtor's business, including, without limitation, using \$165,000 for an escrow deposit and down payment on the Parklands Home. Attached as **Exhibit A** is a list of all such transfers. The Trustee's investigation is ongoing.

Transfers to Restaurant Accounts

20. From November 2021 through April 2023, Illingworth transferred at least \$275,900 of cash from the Debtor's Wells Fargo checking account to checking accounts belonging to her and Penichot's restaurant businesses, Tinto Cocina + Cantina and Latin Hills Kitchen. At the Debtor's 341 meeting, Illingworth testified that all transfers from the Debtor to Tinto Cocina + Cantina, The Malt Shop, or Latin Hills Kitchen were loans, which had all been repaid. But this testimony was false. Bank records indicate that Tinto Cocina + Cantina and Latin Hills Kitchen only repaid the Debtor \$63,300—leaving a balance of \$212,600. Attached as **Exhibit B** is a list of all such transfers. The Trustee's investigation is ongoing.

Transfers for Personal and Family Expenditures

21. From June 2021 through May 2023, Illingworth used at least \$713,024.06 of funds from the Debtor's Wells Fargo checking account to make personal and family purchases, unrelated to the Debtor's business and for no consideration. For example:

- (a) In February and March 2022, Illingworth transferred \$314,000 from the Debtor's Wells Fargo checking account to purchase a residential property in Florida located at 2013 NE 20 Avenue, Fort Lauderdale, FL 33305.
- (b) In September 2022, Illingworth transferred \$70,000 from the Debtor's Wells Fargo checking account to purchase another residential property in Florida, located at 806 Southwest 9th Street, Unit #806, Fort Lauderdale, FL 33315.
- (c) From October 2022 through March 2023, Illingworth transferred \$74,808.12 from the Debtor's Wells Fargo checking account to make mortgage payments to Select Portfolio SPS, which held a mortgage on one or both Illingworth's recently acquired Florida properties.

- (d) From September 2021 through January 2022, Illingworth transferred \$70,000 from the Debtor's Wells Fargo checking account to a personal investment brokerage account with a brokerage company called Pershing.
- (e) From June 2021 through April 2023, Illingworth transferred about \$37,000 from the Debtor's Wells Fargo checking account to make payments towards her personal Barclays credit card.
- (f) From August 2021 through February 2023, Illingworth transferred about \$27,000 from the Debtor's Wells Fargo checking account to make lease payments for an Audi leased by Penichot. At the Debtor's 341 meeting, Illingworth gave conflicting and false testimony about the Audi and the lease. Illingworth first testified that she personally leased the car, and the Debtor's payments on the lease were taken as personal distributions. Later, Illingworth testified that the Debtor's payments on the lease were business expenses because Illingworth drove the car for work.

22. Attached as **Exhibit C** is a list of all such transfers. The Trustee's investigation is ongoing.

Transfers to American Express Credit Card

23. On information and belief, from June 2021 through April 2023, Illingworth used thousands of dollars from the Debtor's Wells Fargo checking account to make payments towards an American Express credit card in Penichot's name, completely unrelated to the Debtor's business and for no consideration. The Trustee's investigation of these transfers is ongoing.

Transfers by Check

24. From June 2021 through April 2023, Illingworth wrote at least \$2,251,170.04 of checks from the Debtor's Wells Fargo checking account for personal, family, and other non-Debtor

expenses, including, without limitation, (a) at least \$1,558,022.31 for renovations to the Parklands Home (discussed below), (b) at least \$208,008.14 for renovations and expenses for Tinto Cocina + Cantina and The Malt Shop (which were never repaid, contrary to Illingworth's testimony during the Debtor's 341 meeting), and (c) at least \$485,139.59 for renovations and expenses relating to Illingworth's Florida properties. Attached as **Exhibit D** is a list of all such check transfers. The Trustee's investigation is ongoing.

III. Parklands Home

25. As noted above, Illingworth and Penichot reside at the Parklands Home, which they purchased in or around February 2021.

26. Illingworth and Penichot intentionally titled the Parklands Home solely in Penichot's name, so they could use the property to siphon funds outside the reach of the Debtor's creditors.

27. As noted above, Illingworth and Penichot funded an escrow deposit and down payment for the Parklands Home with \$165,000 that Illingworth diverted from the Debtor's Wells Fargo checking account to her personal checking account in February 2021. *See **Exhibit A***. Then, Illingworth and Penichot siphoned at least \$1,558,022.31 from the Debtor's Wells Fargo checking account to renovate the Parklands Home. Illingworth wrote checks to various contractors, architects, remodelers, designers, and others who worked on or provided goods and services at the home. *See **Exhibit D***. Illingworth and Penichot were the beneficiaries of all such transfers by the Debtor.

28. On information and belief, all equity in the Parklands Home is attributable to customer funds, loan proceeds, and other funds misappropriated from the Debtor.

IV. SBA and Sunrise Loans

29. Because of Illingworth's and Penichot's wrongful siphoning of funds, the Debtor was forced to obtain (a) a \$150,000 loan from the U.S. Small Business Association in May 2020, which was increased to \$500,000 in August 2021 (the "SBA Loan"), and (b) a \$500,000 secured loan from Sunrise Banks in April 2022 (the "Sunrise Loan"), in each case purportedly to pay the Debtor's business expenses. The Sunrise Loan is secured by the Debtor's inventory, chattel paper, accounts, equipment, and general intangibles. Illingworth also personally guaranteed the Sunrise Loan.

30. Had Illingworth and Penichot not siphoned funds, the Debtor would not have needed to obtain the SBA Loan or the Sunrise Loan.

31. Illingworth subsequently misappropriated proceeds of the SBA Loan and the Sunrise Loan. The purpose of each loan was to cover the Debtor's business expenses. But many of the wrongful personal transfers detailed above occurred *after* the Debtor obtained such loans. For example:

- (a) At least \$1,239,600 of the transfers from the Debtor's Wells Fargo checking account to Illingworth's personal checking account occurred after the SBA Loan, and at least \$335,700 of such transfers occurred after the Sunrise Loan. *See Exhibit A.*
- (b) At least \$127,700 of the transfers from the Debtor's Wells Fargo checking account to checking accounts belonging to Tinto Cocina + Cantina and Latin Hills Kitchen occurred after the Sunrise Loan. *See Exhibit B.*
- (c) All checks that Illingworth wrote from the Debtor's Wells Fargo checking account relating to renovations on the Parklands Home, her restaurant businesses, and her

Florida properties detailed above occurred after the SBA Loan, and at least \$692,000 of such checks were written after the Sunrise Loan. *See* **Exhibit D**.

V. IC Media Files for Bankruptcy

32. Illingworth's and Penichot's wrongful siphoning of funds ultimately forced the Debtor to file for chapter 7 bankruptcy.

33. Creditors collectively holding over \$4.4 million of claims have filed proofs of claim against the Debtor's estate.

34. The SBA has filed a claim for \$536,643.10 relating to the SBA Loan, and Sunrise Banks has filed a claim for \$487,082.66 relating to the Sunrise Loan. Thus, almost the entire principal amounts of both loans remain outstanding. The proofs of claim filed by the SBA and Sunrise Banks with the Bankruptcy Court are incorporated by reference into this Complaint. *See* Claim Nos. 6, 9.

35. The other creditors—totaling about \$3.4 million of claims—are media vendors who never received payment from the Debtor because Illingworth and Penichot misappropriated and diverted client funds to themselves, as detailed herein. Their proofs of claim filed with the Bankruptcy Court are incorporated by reference into this Complaint. *See* Claim Nos. 1-5, 7-8, 11-12.

VI. Illingworth and Penichot Are Liquidating Their Assets to Obstruct Creditors

36. In the months leading up to the Debtor's bankruptcy filing and since, Illingworth and Penichot have been systematically liquidating and transferring their assets to avoid paying creditor claims, including the Trustee's claims.

37. In March 2023, Illingworth sold her Florida property located at 806 Southwest 9th Street, Unit #806, Fort Lauderdale, FL 33315 to a third-party buyer. As noted above, Illingworth purchased the property in September 2022 using \$70,000 of Debtor funds.

38. In September 2023, Illingworth transferred her Florida property located at 2013 NE 20 Avenue, Fort Lauderdale, FL 33305 to Penichot for no consideration. As noted above, Illingworth purchased the property in February or March 2022 using \$314,000 of Debtor funds. The transfer to Penichot occurred just one month after Sunrise Banks sued Illingworth in Minnesota state court on her guarantee of the Sunrise Loan. *See Sunrise Banks v Illingworth*, Court File. No. 27-cv-23-12128 (Hennepin County, MN). Sunrise Banks subsequently sued Illingworth and Penichot in Florida state court, seeking to unwind the transfer as a fraudulent transfer. *See Sunrise Banks v. Illingworth and Penichot*, Case No. CACE23020151 (Broward County, FL). The Florida action was consensually resolved when Penichot transferred the Florida property back to Illingworth.

39. In October 2023, Illingworth sold her interest in The Malt Shop to a third-party buyer.

40. In or around December 2023, Illingworth and Penichot sold their interest in Tinto Cocina + Cantina to a third-party buyer.

41. In November 2023, the Trustee filed a motion with the Bankruptcy Court seeking authorization to conduct Rule 2004 examinations of Illingworth and Penichot. Attorney Ken Edstrom accepted service of the motion on behalf of both Illingworth and Penichot. In December 2023, the Bankruptcy Court issued an order granting the Trustee's Rule 2004 motion. Thereafter, the Trustee attempted to serve Rule 2004 subpoenas on both Illingworth and Penichot. Attorney Edstrom accepted service of Illingworth's Rule 2004 subpoena. However, Attorney Edstrom

notified the Trustee that he was not authorized to accept service for Penichot—despite having been authorized to accept service for Penichot one month earlier. Penichot has subsequently evaded service of his subpoena. Illingworth, meanwhile, did not timely respond to her Rule 2004 subpoena, and failed to produce multiple responsive documents, including her 2022 tax returns and various account statements.

42. In February 2024, the Trustee’s counsel notified Attorney Edstrom by email that the Trustee was investigating potential litigation claims against Illingworth relating to her diversion of funds from the Debtor. Less than one month later, in March 2024, Penichot listed the Parklands Home for sale, for an asking price of \$2.2 million. The listing on Zillow¹ advertises that the home was “essentially rebuilt from the studs in 2021” and “[e]very square inch of this property has been replaced and remodeled.” As detailed above, Penichot and Illingworth paid for the rebuild and remodel entirely with customer funds, loan proceeds, and other funds siphoned from the Debtor.

43. On information and belief, Illingworth and Penichot are dual citizens or residents of the United States and France, and intend to move to France once they liquidate their assets in the United States.

COUNT 1
Breach of Fiduciary Duty
(Against Illingworth)

44. All paragraphs in this Complaint are incorporated by reference as if set forth herein.

45. Illingworth, as president of the Debtor, owed the Debtor fiduciary duties of loyalty and good faith.

¹ https://www.zillow.com/homedetails/2301-Parklands-Rd-Saint-Louis-Park-MN-55416/133721739_zpid/.

46. Illingworth breached her fiduciary duties of loyalty and good faith to the Debtor by, without limitation, (a) misappropriating client funds, proceeds from the SBA Loan and Sunrise Loan, and other funds to enrich herself and Penichot rather than pay creditors and expenses of the business, (b) causing the Debtor to incur the SBA Loan, Sunrise Loan, and other obligations, which the Debtor did not need to incur, (c) orchestrating numerous fraudulent transfers from the Debtor to herself and Penichot, and (d) causing the Debtor's bankruptcy by misappropriating funds.

47. Without limitation, Illingworth used millions of dollars of cash in the Debtor's accounts to: (a) purchase and improve the Parklands Home, (b) purchase and improve residential property in Florida, (c) pay expenses of Tinto Cocina + Cantina, The Malt Shop, and Latin Hills Kitchen, (d) pay her and Penichot's credit card bills and mortgage payments, (e) make lease payments for Penichot's Audi, and (f) pay other personal expenses and expenditures for herself and Penichot.

48. As a direct and proximate cause of Illingworth's breaches of fiduciary duty, the Debtor has suffered damages in an amount to be determined at trial.

COUNT 2
Aiding and Abetting Breach of Fiduciary Duty
(Against Penichot)

49. All paragraphs in this Complaint are incorporated by reference as if set forth herein.

50. As detailed above, Illingworth breached fiduciary duties that she owed to the Debtor.

51. Penichot aided and abetted Illingworth's breaches of fiduciary duties by knowingly participating in and substantially assisting in Illingworth's diversion of funds from the Debtor.

52. Over a multi-year period, Penichot either directly received, or was the beneficiary of, millions of dollars of transfers by the Debtor. For example, Penichot benefited as the title

owner of the Parklands Home. Millions of dollars of the Debtor's funds were used to purchase and renovate "every square inch" of the home "from the studs." Penichot was also the beneficiary of the Audi lease payments. And as Illingworth's husband, Penichot was also the beneficiary of all transfers from the Debtor to Illingworth.

53. As a direct and proximate result of Penichot aiding and abetting Illingworth's breaches of fiduciary duties, the Debtor has suffered damages in an amount to be determined at trial.

COUNT 3
Avoidance and Recovery of Fraudulent Transfers
11 U.S.C. §§ 548(a)(1)(A), 550
(Against Illingworth and Penichot)

54. All paragraphs in this Complaint are incorporated by reference as if set forth herein.

55. From December 2019 through May 2023, the Debtor transferred millions of dollars from its Wells Fargo checking account to or for the benefit of Illingworth and Penichot, with intent to hinder, defraud, or delay the Debtor's creditors. All such transfers are set forth on **Exhibits A, B, C, and D.**

56. The transferred funds were client funds, loan proceeds, and other funds that the Debtor was supposed to use to pay media vendors and other business expenses. Instead, Illingworth and Penichot knowingly caused the Debtor to transfer these funds to or for the benefit of themselves to, without limitation, (a) purchase and improve the Parklands Home, (b) purchase and improve residential property in Florida, (c) pay expenses of Tinto Cocina + Cantina, The Malt Shop, and Latin Hills Kitchen, (d) pay their credit card bills and mortgage payments, (e) make lease payments for Penichot's Audi, and (f) pay other personal expenses and expenditures.

57. Illingworth and Penichot are insiders of the Debtor.

58. Illingworth was either the first transferee or an intended beneficiary of all such transfers.

59. Penichot was either the first transferee or an intended beneficiary of all such transfers.

60. Such transfers left the Debtor insolvent, and the Debtor did not receive reasonably equivalent value in exchange.

61. Illingworth attempted to hide and conceal such transfers in the Debtor's books and records.

62. Based on the foregoing, all such transfers made within two years of the Petition Date are avoidable as fraudulent transfers pursuant to 11 U.S.C. § 548(a)(1)(A). The Trustee may avoid and recover such fraudulent transfers from Illingworth and/or Penichot in an amount to be determined at trial.

COUNT 4
Avoidance and Recovery of Fraudulent Transfers
Minn. Stat. §§ 513.44(a)(1), .47, .48 and 11 U.S.C. §§ 544(b), 550
(Against Illingworth and Penichot)

63. All paragraphs in this Complaint are incorporated by reference as if set forth herein.

64. From December 2019 through May 2023, the Debtor transferred millions of dollars from its Wells Fargo checking account to or for the benefit of Illingworth and Penichot, with intent to hinder, defraud, or delay the Debtor's creditors. All such transfers are set forth on **Exhibits A, B, C, and D.**

65. The transferred funds were client funds, loan proceeds, and other funds that the Debtor was supposed to use to pay media vendors and other business expenses. Instead, Illingworth and Penichot knowingly caused the Debtor to transfer these funds to or for the benefit of themselves, to, without limitation, (a) purchase and improve the Parklands Home, (b) purchase

and improve residential property in Florida, (c) pay expenses of Tinto Cocina + Cantina, The Malt Shop, and Latin Hills Kitchen, (d) pay their credit card bills and mortgage payments, (e) make lease payments for Penichot's Audi, and (f) pay other personal expenses and expenditures.

66. Illingworth and Penichot are insiders of the Debtor.

67. Illingworth was either the first transferee or an intended beneficiary of all such transfers.

68. Penichot was either the first transferee or an intended beneficiary of all such transfers.

69. Such transfers left the Debtor insolvent, and the Debtor did not receive reasonably equivalent value in exchange.

70. Illingworth attempted to hide and conceal such transfers in the Debtor's books and records.

71. There are predicate unsecured creditors in whose shoes the Trustee may stand pursuant to 11 U.S.C. § 544(b). *See* Claim Nos. 1-9, 11-12.

72. Based on the foregoing, all such transfers are avoidable as fraudulent transfers pursuant to Minn. Stat. § 513.44(a)(1). The Trustee may avoid and recover such fraudulent transfers from Illingworth and/or Penichot in an amount to be determined at trial.

COUNT 5

Avoidance of Minnesota Homestead Exemption

**Minn. Stat. §§ 513.44(a)(1), .47, .48 and 11 U.S.C. §§ 544(b), 550
(Against Illingworth and Penichot)**

73. All paragraphs in this Complaint are incorporated by reference as if set forth herein.

74. Under Minn Stat. § 510.01 *et seq.*, a husband and wife, as debtors, may collectively claim a \$480,000 exemption in their homestead. However, a creditor may avoid this homestead

exemption if the debtors fraudulently transferred non-exempt property into their homestead with intent to defraud, delay, or hinder creditors. *See In re Tveten*, 402 N.W.2d 551 (Minn. 1987).

75. On information and belief, Illingworth and Penichot claim the Parklands Home as their homestead.

76. With intent to hinder, defraud, or delay creditors of the Debtor, Illingworth and Penichot caused the Debtor to transfer and convert millions of dollars from the Debtor's Wells Fargo checking account into the Parklands Home. As detailed herein, client funds, loan proceeds, and other funds of the Debtor—that should have been used to pay media vendors and other creditors—were instead used to make the \$165,000 payment for the Parklands Home and to pay for all remodeling costs. *See **Exhibit D***. On information and belief, all equity in the Parklands Home is attributable to funds misappropriated from the Debtor.

77. Illingworth, as a resident of the Parklands Home and homestead claimant, was an intended beneficiary of all such transfers.

78. Penichot, as the title owner of the Parklands Home, resident, and homestead claimant, was an intended beneficiary of all such transfers.

79. Such transfers left the Debtor insolvent, and the Debtor did not receive reasonably equivalent value in exchange.

80. Illingworth attempted to hide and conceal such transfers in the Debtor's books and records.

81. There are predicate unsecured creditors in whose shoes the Trustee may stand pursuant to 11 U.S.C. § 544(b). *See* Claim Nos. 1-9, 11-12.

82. Based on the foregoing, all such transfers are avoidable as fraudulent transfers pursuant to Minn. Stat. § 513.44(a)(1). As a result, all of Illingworth's and Penichot's homestead

exemption in the Parklands Home is also avoidable pursuant to Minn. Stat. § 513.44(a)(1). The Trustee may avoid and recover such fraudulent transfers from Illingworth and/or Penichot in an amount to be determined at trial.

COUNT 6
Unjust Enrichment
(Against Illingworth and Penichot)

83. All paragraphs in this Complaint are incorporated by reference as if set forth herein.

84. Illingworth and Penichot knowingly received substantial value and benefits from the Debtor to which they were not entitled.

85. Illingworth and Penichot misappropriated and siphoned millions of dollars from the Debtor to or for the benefit of themselves, to, without limitation (a) purchase and improve the Parklands Home, (b) purchase and improve residential property in Florida, (c) pay expenses of Tinto Cocina + Cantina, The Malt Shop, and Latin Hills Kitchen, (d) pay their credit card bills and mortgage payments, (e) make lease payments for Penichot's Audi, and (f) pay other personal expenses and expenditures. Illingworth and Penichot benefited from all such transfers.

86. While Illingworth and Penichot were enriched, the transfers and siphoning forced the Debtor into bankruptcy, with over \$4.4 million of unpaid creditor claims. Under such circumstances, it would be unjust for Illingworth and Penichot to retain such value and benefits.

87. Plaintiff has no remedy at law against Illingworth and Penichot.

88. Plaintiff is entitled to monetary damages for unjust enrichment in an amount to be determined at trial.

COUNT 7
Equitable Lien
(Against Illingworth and Penichot)

89. All paragraphs in this Complaint are incorporated by reference as if set forth herein.

90. As detailed above, Illingworth breached fiduciary duties that she owed to the Debtor by misappropriating funds and using them to purchase and improve the Parklands Home. Penichot, the title owner of the Parklands Home, aided and abetted Illingworth's breaches of fiduciary duties. Illingworth and Penichot were also the intended beneficiaries of fraudulent transfers from the Debtor to purchase and improve the Parklands Home. And, Illingworth and Penichot were unjustly enriched as a result of misappropriation of funds from the Debtor to purchase and improve the Parklands Home

91. As a remedy for the foregoing, the Trustee is entitled to an equitable lien on the Parklands Home and all interests of Illingworth and Penichot in the Parklands Home.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays for judgment against the Defendants as follows:

- A. Finding that Illingworth breached fiduciary duties she owed to the Debtor;
- B. Finding Penichot aided and abetted Illingworth's breaches of fiduciary duties that she owed to the Debtor;
- C. Avoiding the fraudulent transfers alleged herein that the Debtor made to (or for the benefit of) Illingworth and Penichot, and granting their recovery;
- D. Avoiding Illingworth's and Penichot's homestead exemption in the Parklands Home on account of fraudulent transfers, and granting the recovery of such funds;
- E. Finding that Illingworth and Penichot were unjustly enriched by the misappropriation of the Debtor's funds to them or for their benefit;
- F. Imposing an equitable lien on the Parklands Home and all interests of Illingworth and Penichot in the Parklands Home;
- G. Awarding Plaintiff monetary damages for her claims alleged herein against Defendants, in amounts to be determined at trial;
- H. Awarding Plaintiff her costs, disbursements, and expenses, including reasonable attorneys' fees;
- I. Awarding Plaintiff pre- and post-judgment interest to the greatest extent allowed by law; and
- J. Granting such other relief as may be just, proper, and equitable.

GREENBERG TRAURIG, LLP

Dated: March 8, 2024

/e/ Peter D. Kieselbach

Peter D. Kieselbach (#0397531)

Michael B. Fisco (#0175341)

Michael M. Krauss (#0342002)

Esther R. Raty (#0403728)

90 South Seventh St., Suite 3500

Minneapolis, MN 55402

Phone: (612) 259-9700

Email: kieselbachp@gtlaw.com

fiscom@gtlaw.com

kraussm@gtlaw.com

esther.raty@gtlaw.com

*Attorneys for Patti J Sullivan, as Chapter 7
Trustee*

EXHIBIT A

Transfers from Debtor's Wells Fargo Account to Illingworth's Personal Wells Fargo Account	
Date	Amount
12/20/2019	\$ 5,000.00
1/2/2020	\$ 4,500.00
1/6/2020	\$ 5,000.00
1/13/2020	\$ 5,000.00
1/16/2020	\$ 2,000.00
1/28/2020	\$ 10,000.00
2/6/2020	\$ 5,000.00
2/6/2020	\$ 5,000.00
2/18/2020	\$ 5,000.00
2/27/2020	\$ 8,000.00
3/3/2020	\$ 2,000.00
3/4/2020	\$ 7,000.00
3/5/2020	\$ 4,000.00
3/9/2020	\$ 4,000.00
3/12/2020	\$ 3,000.00
3/18/2020	\$ 5,000.00
3/30/2020	\$ 12,000.00
4/7/2020	\$ 1,000.00
4/13/2020	\$ 2,000.00
4/17/2020	\$ 1,000.00
4/17/2020	\$ 5,000.00
4/20/2020	\$ 1,500.00
5/1/2020	\$ 1,000.00
5/5/2020	\$ 1,000.00
5/11/2020	\$ 1,000.00
5/15/2020	\$ 500.00
5/21/2020	\$ 1,000.00
5/26/2020	\$ 600.00
6/3/2020	\$ 7,000.00
6/3/2020	\$ 1,000.00
6/8/2020	\$ 1,000.00
6/18/2020	\$ 200.00
6/26/2020	\$ 200.00
7/1/2020	\$ 200.00
7/1/2020	\$ 500.00
7/31/2020	\$ 1,000.00
7/31/2020	\$ 7,100.00
7/31/2020	\$ 1,000.00
8/3/2020	\$ 4,000.00
8/5/2020	\$ 1,500.00
8/7/2020	\$ 500.00
8/10/2020	\$ 200.00

8/10/2020	\$	2,000.00
8/14/2020	\$	50.00
8/17/2020	\$	150.00
8/17/2020	\$	100.00
8/21/2020	\$	1,000.00
8/21/2020	\$	20,000.00
8/24/2020	\$	100.00
8/28/2020	\$	1,000.00
8/31/2020	\$	500.00
8/31/2020	\$	10,000.00
9/3/2020	\$	1,500.00
9/4/2020	\$	10,000.00
9/8/2020	\$	3,000.00
9/8/2020	\$	1,000.00
9/8/2020	\$	1,500.00
9/9/2020	\$	1,000.00
9/14/2020	\$	400.00
9/16/2020	\$	1,000.00
9/21/2020	\$	1,500.00
9/23/2020	\$	1,000.00
9/28/2020	\$	2,000.00
10/1/2020	\$	7,500.00
10/5/2020	\$	1,000.00
10/6/2020	\$	1,000.00
10/7/2020	\$	1,000.00
10/8/2020	\$	2,000.00
10/13/2020	\$	1,000.00
10/15/2020	\$	1,000.00
10/16/2020	\$	1,000.00
10/20/2020	\$	300.00
10/20/2020	\$	400.00
10/20/2020	\$	300.00
10/23/2020	\$	1,000.00
10/26/2020	\$	10,000.00
11/2/2020	\$	5,000.00
11/9/2020	\$	3,000.00
11/9/2020	\$	1,000.00
11/13/2020	\$	10,000.00
11/18/2020	\$	2,000.00
11/19/2020	\$	5,000.00
11/19/2020	\$	3,000.00
12/2/2020	\$	6,000.00
12/3/2020	\$	3,000.00
12/3/2020	\$	1,500.00
12/7/2020	\$	3,000.00
12/15/2020	\$	3,000.00
12/21/2020	\$	3,000.00

12/21/2020	\$	5,000.00
12/28/2020	\$	3,000.00
12/31/2020	\$	5,000.00
1/4/2021	\$	2,000.00
1/6/2021	\$	1,000.00
1/6/2021	\$	2,500.00
1/7/2021	\$	2,000.00
1/12/2021	\$	1,500.00
1/19/2021	\$	1,000.00
1/19/2021	\$	2,000.00
1/21/2021	\$	1,000.00
1/25/2021	\$	1,000.00
1/25/2021	\$	1,000.00
2/1/2021	\$	1,000.00
2/3/2021	\$	5,000.00
2/9/2021	\$	165,000.00
2/16/2021	\$	2,000.00
2/16/2021	\$	7,000.00
2/17/2021	\$	3,000.00
2/22/2021	\$	2,000.00
2/22/2021	\$	8,000.00
3/1/2021	\$	300.00
3/2/2021	\$	3,500.00
3/4/2021	\$	400.00
3/5/2021	\$	1,000.00
3/8/2021	\$	1,000.00
3/10/2021	\$	3,000.00
3/15/2021	\$	1,000.00
3/15/2021	\$	1,000.00
3/15/2021	\$	20,000.00
3/17/2021	\$	11,000.00
3/19/2021	\$	1,000.00
3/22/2021	\$	1,000.00
3/29/2021	\$	1,000.00
3/29/2021	\$	8,000.00
4/5/2021	\$	3,000.00
4/5/2021	\$	3,000.00
4/6/2021	\$	5,000.00
4/12/2021	\$	1,500.00
4/12/2021	\$	17,000.00
4/15/2021	\$	3,000.00
4/16/2021	\$	5,000.00
4/26/2021	\$	4,000.00
4/26/2021	\$	2,000.00
5/3/2021	\$	30,000.00
5/17/2021	\$	2,000.00
5/19/2021	\$	2,000.00

5/24/2021	\$	3,000.00
5/24/2021	\$	3,000.00
6/1/2021	\$	1,500.00
6/3/2021	\$	11,000.00
6/7/2021	\$	1,000.00
6/15/2021	\$	2,000.00
6/18/2021	\$	1,000.00
6/21/2021	\$	1,000.00
6/21/2021	\$	1,000.00
6/25/2021	\$	4,000.00
6/29/2021	\$	5,500.00
6/30/2021	\$	3,000.00
7/6/2021	\$	1,000.00
7/7/2021	\$	2,000.00
7/7/2021	\$	2,000.00
7/19/2021	\$	2,000.00
7/22/2021	\$	1,000.00
7/23/2021	\$	1,000.00
7/28/2021	\$	1,000.00
7/28/2021	\$	5,000.00
8/2/2021	\$	1,000.00
8/4/2021	\$	500.00
8/4/2021	\$	4,000.00
8/6/2021	\$	2,000.00
8/11/2021	\$	2,500.00
8/17/2021	\$	2,000.00
8/25/2021	\$	1,000.00
8/30/2021	\$	5,000.00
9/3/2021	\$	6,000.00
9/3/2021	\$	2,000.00
9/7/2021	\$	2,500.00
9/7/2021	\$	5,000.00
9/8/2021	\$	6,000.00
9/15/2021	\$	2,400.00
9/20/2021	\$	3,000.00
9/23/2021	\$	2,000.00
9/24/2021	\$	2,000.00
10/4/2021	\$	5,000.00
10/5/2021	\$	2,000.00
10/8/2021	\$	1,400.00
10/12/2021	\$	5,000.00
10/12/2021	\$	4,500.00
10/18/2021	\$	1,000.00
10/21/2021	\$	1,000.00
10/26/2021	\$	1,000.00
10/28/2021	\$	5,000.00
11/1/2021	\$	4,000.00

11/4/2021	\$	19,000.00
11/10/2021	\$	1,000.00
11/12/2021	\$	2,000.00
11/16/2021	\$	5,000.00
11/17/2021	\$	35,000.00
12/3/2021	\$	3,000.00
12/7/2021	\$	5,000.00
12/14/2021	\$	5,000.00
12/20/2021	\$	5,000.00
12/22/2021	\$	7,000.00
12/23/2021	\$	2,500.00
12/23/2021	\$	5,000.00
12/24/2021	\$	10,000.00
12/28/2021	\$	3,500.00
1/3/2022	\$	5,000.00
1/10/2022	\$	4,500.00
1/11/2022	\$	2,000.00
1/18/2022	\$	2,000.00
1/20/2022	\$	79,000.00
1/24/2022	\$	2,000.00
1/25/2022	\$	5,000.00
1/25/2022	\$	5,000.00
2/1/2022	\$	4,000.00
2/7/2022	\$	100.00
2/8/2022	\$	2,000.00
2/11/2022	\$	5,000.00
2/14/2022	\$	3,000.00
2/25/2022	\$	5,000.00
3/3/2022	\$	2,000.00
3/4/2022	\$	500.00
3/7/2022	\$	500.00
3/8/2022	\$	500.00
3/9/2022	\$	1,000.00
3/17/2022	\$	5,000.00
3/22/2022	\$	5,000.00
3/31/2022	\$	3,000.00
4/1/2022	\$	1,500.00
4/4/2022	\$	4,000.00
4/5/2022	\$	3,000.00
4/12/2022	\$	600.00
4/15/2022	\$	3,000.00
4/25/2022	\$	35,000.00
4/28/2022	\$	5,000.00
5/9/2022	\$	3,500.00
5/12/2022	\$	5,500.00
5/20/2022	\$	2,500.00
5/31/2022	\$	5,000.00

6/1/2022	\$	2,000.00
6/1/2022	\$	5,000.00
6/2/2022	\$	5,000.00
6/6/2022	\$	5,000.00
6/27/2022	\$	6,000.00
7/6/2022	\$	5,000.00
7/8/2022	\$	4,000.00
7/18/2022	\$	5,000.00
7/25/2022	\$	10,000.00
8/4/2022	\$	3,000.00
8/10/2022	\$	8,000.00
8/16/2022	\$	5,000.00
8/25/2022	\$	5,000.00
8/25/2022	\$	30,000.00
9/6/2022	\$	5,000.00
9/7/2022	\$	3,000.00
9/26/2022	\$	5,000.00
9/28/2022	\$	5,000.00
10/5/2022	\$	3,500.00
10/12/2022	\$	10,000.00
10/17/2022	\$	900.00
10/18/2022	\$	3,000.00
10/18/2022	\$	20,000.00
10/24/2022	\$	5,500.00
10/25/2022	\$	10,000.00
10/27/2022	\$	5,000.00
11/1/2022	\$	3,000.00
11/4/2022	\$	6,000.00
11/7/2022	\$	1,800.00
11/8/2022	\$	3,000.00
11/25/2022	\$	400.00
12/29/2022	\$	2,000.00
1/3/2023	\$	4,000.00
1/3/2023	\$	2,500.00
1/20/2023	\$	2,000.00
1/23/2023	\$	2,000.00
1/25/2023	\$	13,000.00
2/3/2023	\$	600.00
2/6/2023	\$	400.00
2/13/2023	\$	2,500.00
2/13/2023	\$	3,000.00
2/15/2023	\$	1,900.00
2/17/2023	\$	3,500.00
2/17/2023	\$	2,400.00
2/22/2023	\$	1,200.00
2/22/2023	\$	2,000.00
2/27/2023	\$	1,700.00

2/27/2023	\$	1,800.00
2/28/2023	\$	1,000.00
3/1/2023	\$	3,500.00
3/1/2023	\$	1,200.00
3/3/2023	\$	500.00
3/6/2023	\$	1,000.00
3/10/2023	\$	3,500.00
3/10/2023	\$	2,000.00
3/13/2023	\$	1,000.00
3/15/2023	\$	2,000.00
3/15/2023	\$	600.00
3/15/2023	\$	200.00
3/20/2023	\$	500.00
3/20/2023	\$	4,000.00
4/13/2023	\$	4,000.00
4/14/2023	\$	500.00
4/17/2023	\$	4,000.00
4/18/2023	\$	500.00
4/26/2023	\$	300.00
4/27/2023	\$	2,000.00
5/1/2023	\$	500.00
5/1/2023	\$	300.00
5/4/2023	\$	1,000.00
5/4/2023	\$	8,000.00
5/8/2023	\$	2,500.00
TOTAL =	\$	1,346,700.00

EXHIBIT B

Transfers Between Debtor and Restaurant Businesses			
Date	Transfer From IC Media	Transfer To IC Media	Bank Statement Description
11/2/2021	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Crt5Z78 on 11/02/21
11/12/2021	\$ 10,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Ctwxxc4 on 11/11/21
11/17/2021	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Cwbrhk on 11/17/21
11/26/2021	\$ 4,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Cxy65Gv on 11/25/21
11/30/2021	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Cz45Kwg on 11/30/21
12/2/2021	\$ 1,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Czmqgq on 12/02/21
12/2/2021	\$ 3,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Czp7Zy2 on 12/02/21
12/6/2021		\$ 3,000.00	Online Transfer From Tinto Cocina + Cantina LLC Business xxxxxx8815 Ref #Ib0D27Dndv on 12/04/21
12/16/2021	\$ 4,500.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0D4Xlj4 on 12/16/21
12/28/2021	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0D7Jkm43 on 12/28/21
12/29/2021	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0D7Szhkh on 12/29/21
1/10/2022	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Db67MN2 on 01/08/22
1/20/2022		\$ 11,000.00	Online Transfer From Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Ddq464 on 01/20/22
1/21/2022	\$ 20,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Ddyg4SI on 01/21/22
1/24/2022		\$ 1,100.00	Online Transfer From Tinto Cocina + Cantina LLC Business Market Rate Savings xxxxxx9379 Ref #Ib0Dfk4322 on 01/24/22
1/25/2022	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dfqj5NH on 01/25/22
1/28/2022	\$ 10,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dgd8xx8 on 01/28/22
2/14/2022	\$ 10,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dlgb5T7 on 02/14/22
2/24/2022	\$ 10,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dnq7593 on 02/24/22

2/25/2022	\$ 2,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dnrwt4F on 02/24/22
3/22/2022	\$ 10,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dvzqzqg on 03/22/22
3/25/2022	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dwt8P5H on 03/25/22
3/29/2022	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dxk9Cdv on 03/29/22
3/31/2022	\$ 6,700.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dy2Wrgw on 03/31/22
4/4/2022	\$ 4,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dz9Mpmx on 04/04/22
4/5/2022	\$ 3,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Dzjwpl5 on 04/05/22
4/11/2022		\$ 5,000.00	Online Transfer From Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0F2Wk7Ch on 04/11/22
4/12/2022		\$ 2,000.00	Online Transfer From Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0F35Nz7W on 04/12/22
4/12/2022		\$ 600.00	Online Transfer From Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0F35P55K on 04/12/22
4/15/2022	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0F442Gxs on 04/15/22
4/20/2022	\$ 15,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0F54VI66 on 04/20/22
4/26/2022	\$ 5,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0F6Dv2PC on 04/26/22
5/9/2022	\$ 5,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0F9Tddc9 on 05/09/22
7/28/2022	\$ 3,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0Fy4Fhvjv on 07/28/22
8/2/2022	\$ 3,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0Fzk78Yz on 08/02/22
9/2/2022		\$ 29,000.00	Online Transfer From Tinto Cocina + Cantina LLC Business Market Rate Savings xxxxxx9379 Ref #Ib0G9838Tg on 09/02/22
10/5/2022	\$ 5,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Market Rate Savings xxxxxx9379 Ref #Ib0Gknwvth on 10/05/22
10/20/2022	\$ 5,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631Ref #Ib0Gp8Dw69 on 10/20/22
10/20/2022	\$ 3,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Gpc99D4 on 10/20/22
10/28/2022	\$ 3,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Market Rate Savings xxxxxx9379 Ref #Ib0Grc7Mc2 on 10/28/22

11/25/2022		\$ 1,000.00	Online Transfer From Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Gzdr7Bs on 11/25/22
11/29/2022	\$ 6,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Market Rate Savings xxxxxx9379 Ref #Ib0H28Ghl3 on 11/29/22
11/30/2022	\$ 5,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0H2Jjr56 on 11/30/22
11/30/2022	\$ 3,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Market Rate Savings xxxxxx9379 Ref #Ib0H2Jjvlg on 11/30/22
12/1/2022	\$ 2,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0H2Ybvbv on 12/01/22
12/2/2022	\$ 1,400.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0H36Tvwv on 12/02/22
12/2/2022	\$ 5,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0H3C64N4 on 12/02/22
12/2/2022	\$ 1,000.00		Online Transfer From Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0H3C682K on 12/02/22
12/15/2022	\$ 3,500.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0H6Jrnnq on 12/15/22
1/19/2023		\$ 4,300.00	Online Transfer From Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Hh9Qc93 on 01/19/23
1/20/2023	\$ 2,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Hhkqcnq on 01/20/23
1/20/2023	\$ 5,900.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Hhphs74 on 01/20/23
1/24/2023	\$ 500.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Hjckd6W on 01/23/23
1/25/2023	\$ 1,500.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Hjckd6W on 01/23/23
1/31/2023		\$ 1,000.00	Online Transfer from Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0Hkt3Xqv on 01/30/23
2/13/2023		\$ 2,500.00	Online Transfer from Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0Hppz4Qt on 02/13/23
2/13/2023	\$ 15,000.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0Hppxb7 on 02/13/23
2/21/2023		\$ 1,500.00	Online Transfer from Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0Hrpybk9 on 02/21/23
2/22/2023	\$ 25,000.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Hrzhv3Y on 02/22/23
3/3/2023	\$ 2,400.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0Hvgxdy9 on 03/02/23
3/20/2023	\$ 1,100.00		Online Transfer to Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #Ib0Hzthpnk on 03/19/23
3/20/2023	\$ 400.00		Online Transfer to Latin Hills Kitchen,LLC Business Checking xxxxxx9631 Ref #Ib0Hzthr5Z on 03/19/23

4/19/2023		\$ 1,300.00	Online Transfer From Tinto Cocina + Cantina LLC Business Checking xxxxxx8815 Ref #1b0Jb5B5Bm on 04/19/23
Totals =	\$ 275,900.00	\$ 63,300.00	

EXHIBIT C

Transfers from Debtor's Wells Fargo Account for Personal Purchases		
Date	From IC Media	Bank Statement Description
6/4/2021	\$ 2,451.72	Bill Pay Lago Mar on-Line 0698 on 06-04
6/22/2021	\$ 2,000.00	Barclaycard US Creditcard xxxxx9356 Rebecca Illingworth
6/24/2021	\$ 1,032.37	Purchase authorized on 06/19 Amzn Mktp US*211B5 Amzn.Com/Bill WA S581171029716259 Card 7005
6/28/2021	\$ 2,451.72	Bill Pay Lago Mar on-Line 0698 on 06-28
7/8/2021	\$ 1,190.63	Online Transfer Ref #Ib0Bw2Ggtz to Platinum Card Xxxxxxxxxxxxx2180 on 07/08/21
7/12/2021	\$ 3,010.33	Purchase authorized on 07/09 Peters Billiards Minneapolis MN S301190736280143 Card 7005
7/14/2021	\$ 6,000.00	Barclaycard US Creditcard xxxxx8575 Rebecca Illingworth
7/26/2021	\$ 300.00	Barclaycard US Creditcard xxxxx8575 Rebecca Illingworth
7/29/2021	\$ 3,128.11	Purchase authorized on 07/27 U Haul Store 00788 954-5632410 FL S381208466024378 Card 7005
8/10/2021	\$ 1,363.98	Audi Fincl, Tel. Web Debit 210807 Pwbs8133573498 Thierry Penichot
8/10/2021	\$ 1,374.28	Audi Fincl, Tel. Web Debit 210807 Pwbs8133513532 Thierry Penichot
8/13/2021	\$ 1,064.05	Purchase authorized on 08/12 Tintmasters Motors Burnsville MN S461224555002725 Card 7005
8/18/2021	\$ 1,225.00	Purchase authorized on 08/16 MN Wld Xcel 651602 651-6026000 MN S381228670591932 Card 7005
9/3/2021	\$ 681.99	Audi Fincl, Tel. Web Debit 210901 Pwbs8133573498 Thierry Penichot
9/3/2021	\$ 687.14	Audi Fincl, Tel. Web Debit 210901 Pwbs8133513532 Thierry Penichot
9/20/2021	\$ 1,899.12	Barclaycard US Creditcard xxxxx2853 Rebecca Illingworth
9/30/2021	\$ 15,000.00	Pershing Brokerage 210929 Pw1-007834-1Pin Illingwort
10/4/2021	\$ 2,138.70	Bill Pay Lago Mar Mobile 0698 on 10-04
10/5/2021	\$ 1,187.10	Purchase authorized on 09/27 Westin Edina Galle 952-5675000 MN S381270748225255 Card 7005
10/12/2021	\$ 998.89	Online Transfer Ref #Ib0Clzcpfw to Platinum Card Xxxxxxxxxxxxx2180 on 10/12/21
10/28/2021	\$ 687.14	Audi Fincl, Tel. Web Debit 211029 000008133513532 Thierry Penichot
10/29/2021	\$ 15,000.00	Pershing Brokerage 210929 Pw1-007834-1Pin Illingwort
11/1/2021	\$ 681.99	Audi Fincl, Tel. Web Debit 211030 000008133573498 Thierry Penichot
11/5/2021	\$ 1,777.50	Purchase authorized on 11/04 The Shower Door PI 763-6071793 MN S581308673363713 Card 7005
11/5/2021	\$ 1,697.00	Purchase authorized on 11/04 The Shower Door PI 763-6071793 MN S581308673784070 Card 7005
11/15/2021	\$ 9,135.00	Withdrawal Made In A Branch/Store
11/15/2021	\$ 1,225.00	Recurring Payment authorized on 11/15 MN Wld Xcel 651602 651-6026000 MN S301319706796542 Card 7005
11/16/2021	\$ 1,931.97	Bill Pay Lago Mar on-Line 0698 on 11-16
11/29/2021	\$ 687.14	Audi Fincl, Tel. Web Debit 211129 000008133513532 Thierry Penichot
11/30/2021	\$ 681.99	Audi Fincl, Tel. Web Debit 211030 000008133573498 Thierry Penichot
11/30/2021	\$ 15,000.00	Pershing Brokerage 211129 Pw1-007834-1Pin Illingwort
12/17/2022	\$ 1,225.00	Recurring Payment authorized on 12/15 MN Wld Xcel 651602 651-6026000 MN S461349685859587 Card 7005
12/23/2021	\$ 2,500.00	Transfer to Majeske Todd on 12/23 Ref #Pp0D6Pvdf3 Merry Xmas Love You
12/29/2021	\$ 687.14	Audi Fincl, Tel. Web Debit 211229 000008133513532 Thierry Penichot

12/29/2021	\$	15,000.00	Pershing Brokerage 211228 Pw1-007834-1Pin Illingwort
12/30/2021	\$	681.99	Audi Fincl, Tel. Web Debit 211230 000008133573498 Thierry Penichot
12/31/2021	\$	3,500.00	Transfer to Penichot Thierry on 12/31 Ref #Pp0D89P43x xxxxxx0505
12/31/2021	\$	3,500.00	Withdrawal Made In A Branch/Store
1/18/2022	\$	1,225.00	Recurring Payment authorized on 01/14 MN Wld Xcel 651602 651-6026000 MN S582014648959278 Card 7005
1/31/2022	\$	681.99	Audi Fincl, Tel. Web Debit 220130 000008133573498 Thierry Penichot
1/31/2022	\$	687.14	Audi Fincl, Tel. Web Debit 220129 000008133513532 Thierry Penichot
1/31/2022	\$	15,000.00	Pershing Brokerage 220128 Pw1-007834-1Pin Illingwort
2/2/2022	\$	1,000.00	Purchase authorized on 01/31 M Hlth Fv Mychart 612-672-6713 MN S302031767158053 Card 7005
2/14/2022	\$	150,000.00	WT Fed#05397 City National Bank /Ftr/Bnf=Stephen L Vinson Jr, PA Srf# 0009545045776810 Trn#220214157411 Rfb#
2/15/2022	\$	7,000.00	WT Fed#06467 City National Bank /Ftr/Bnf=lota Real Estate Srf# Ow00001974406227 Trn#220215078602 Rfb# Ow00001974406227
2/17/2022	\$	1,225.00	Recurring Payment authorized on 02/15 MN Wld Xcel 651602 651-6026000 MN S462046624757082 Card 7005
2/28/2022	\$	3,500.00	Transfer to Penichot Thierry on 02/26 Ref #Pp0Q9Fhc9P xxxxxx0505
2/28/2022	\$	681.99	Audi Fincl, Tel. Web Debit 220228 000008133573498 Thierry Penichot
2/28/2022	\$	687.14	Audi Fincl, Tel. Web Debit 220228 000008133513532 Thierry Penichot
3/17/2022	\$	157,000.00	WT Fed#09250 City National Bank /Ftr/Bnf=Stephen L Vinson Jr, PA Srf# 0009545076240442 Trn#220317187532 Rfb#
3/18/2022	\$	6,000.00	Barclaycard US Creditcard xxxxx2542 Rebecca Illingworth
3/21/2022	\$	3,345.00	Purchase authorized on 03/18 City of Minneapoli 612-6733000 MN S382077641583939 Card 7005
3/21/2022	\$	4,573.87	Purchase authorized on 03/19 Tcd.IE Student Fin Dublin Irl S382078672327436 Card 7005
3/29/2022	\$	687.14	Audi Fincl, Tel. Web Debit 220329 000008133513532 Thierry Penichot
3/30/2022	\$	681.99	Audi Fincl, Tel. Web Debit 220330 000008133573498 Thierry Penichot
4/4/2022	\$	3,475.00	Purchase authorized on 04/01 Overhead Door Comp 651-6830307 MN S302091574780207 Card 7005
4/18/2022	\$	1,054.67	Recurring Payment authorized on 04/15 MN Wld Xcel 651602 651-6026000 MN S302105624933384 Card 7005
4/20/2022	\$	1,004.85	Online Transfer Ref #Ib0F4Yyglm to Platinum Card XXXXXXXXXXXX2180 on 04/20/22
4/26/2022	\$	687.14	Audi Fincl, Tel. Web Debit 220429 000008133513532 Thierry Penichot
4/27/2022	\$	6,111.49	Barclaycard US Creditcard xxxxx4841 Rebecca Illingworth
4/29/2022	\$	9,000.00	Withdrawal Made In A Branch/Store
5/4/2022	\$	788.37	Online Transfer Ref #Ib0F8Hxqcs to Platinum Card XXXXXXXXXXXX2180 on 05/04/22
5/31/2022	\$	681.99	Audi Fincl, Tel. Web Debit 220530 000008133573498 Thierry Penichot
5/31/2022	\$	687.14	Audi Fincl, Tel. Web Debit 220529 000008133513532 Thierry Penichot
6/13/2022	\$	15,700.00	Withdrawal Made In A Branch/Store
6/29/2022	\$	687.14	Audi Fincl, Tel. Web Debit 220629 000008133513532 Thierry Penichot
6/30/2022	\$	681.99	Audi Fincl, Tel. Web Debit 220630 000008133573498 Thierry Penichot
7/29/2022	\$	687.14	Audi Fincl, Inc. Auto Debit 220729 000008133513532 Thierry Penichot
8/1/2022	\$	681.99	Audi Fincl, Inc. Auto Debit 220730 000008133573498 Thierry Penichot
8/29/2022	\$	687.14	Audi Fincl, Inc. Auto Debit 220829 000008133513532 Thierry Penichot
8/30/2022	\$	681.99	Audi Fincl, Inc. Auto Debit 220830 000008133573498 Thierry Penichot

9/2/2022	\$ 35,000.00	WT Fed#08544 City Natl Bk Flori /Ftr/Bnf=Stephen Vinson Jr Srf# Ow00002486309293 Trn#220902086563 Rfb# Ow00002486309293
9/2/2022	\$ 35,000.00	WT Fed#08582 City Natl Bk Flori /Ftr/Bnf=lota Real Estate Srf# Ow00002486314211 Trn#220902086962 Rfb# Ow00002486314211
9/28/2022	\$ 687.14	Audi Fincl, Inc. Auto Debit 220929 000008133513532 Thierry Penichot
9/30/2022	\$ 681.99	Audi Fincl, Inc. Auto Debit 220930 000008133573498 Thierry Penichot
10/13/2022	\$ 999.00	Online Transfer Ref #Ib0Gmhp55x to Platinum Card XXXXXXXXXXXX2180 on 10/13/22
10/17/2022	\$ 6,174.29	Select Portfolio Sps 0031629173 Rebecca
10/17/2022	\$ 6,318.73	Select Portfolio Sps 0031629165 Rebecca
10/17/2022		eDeposit IN Branch/Store 10/17/22 02:42:29 PM 5116 Vernon Ave S Edina MN
10/19/2022	\$ 9,500.00	Barclaycard US Creditcard xxxxx5181 Rebecca Illingworth
10/28/2022	\$ 5,000.00	American Express ACH Pmt 221028 S1664 Thierry Penichot
10/31/2022	\$ 681.99	Audi Fincl, Inc. Auto Debit 221030 000008133573498 Thierry Penichot
10/31/2022	\$ 687.14	Audi Fincl, Inc. Auto Debit 221029 000008133513532 Thierry Penichot
11/15/2022	\$ 6,159.29	Select Portfolio Sps 0031629173 Rebecca
11/15/2022	\$ 6,303.73	Select Portfolio Sps 0031629165 Rebecca
11/29/2022	\$ 687.14	Audi Fincl, Inc. Auto Debit 221129 000008133513532 Thierry Penichot
11/30/2022	\$ 998.58	Online Transfer Ref #Ib0H2Jk646 to Platinum Card XXXXXXXXXXXX2180 on 11/30/22
11/30/2022	\$ 681.99	Audi Fincl, Inc. Auto Debit 221130 000008133573498 Thierry Penichot
12/14/2022		Deposit Made In A Branch/Store
12/15/2022	\$ 6,159.29	Select Portfolio Sps 0031629173 Rebecca
12/15/2022	\$ 6,303.73	Select Portfolio Sps 0031629165 Rebecca
12/29/2022	\$ 687.14	Audi Fincl, Inc. Auto Debit 221229 000008133513532 Thierry Penichot
12/30/2022	\$ 681.99	Audi Fincl, Inc. Auto Debit 221230 000008133573498 Thierry Penichot
1/17/2023		Mobile Deposit : Ref Number :607170503988
1/17/2023		eDeposit IN Branch/Store 01/17/23 02:24:34 PM 502 N Federal Hwy Fort Lauderdale FL 9156
1/17/2023	\$ 1,800.00	Online Transfer to McKinnon C Everyday Checking xxxxxx0066 Ref #Ib0Hgfv375 on 01/17/23
1/17/2023	\$ 692.92	Business to Business ACH Debit - American Express ACH Pmt 230117 A6174 Thierry Penichot
1/18/2023	\$ 6,159.29	Select Portfolio Sps 0031629173 Rebecca
1/18/2023	\$ 6,303.73	Select Portfolio Sps 0031629165 Rebecca
1/23/2023		Pershing Brokerage 230120 Pw1-007834-1Pcd Illingworth
2/2/2023		eDeposit IN Branch/Store 02/02/23 01:19:00 PM 935 Prairie Center Dr Eden Prairie MN
2/3/2023	\$ 681.99	Audi Fincl, Inc. Auto Debit 230130 000008133573498 Thierry Penichot
2/3/2023	\$ 687.14	Audi Fincl, Inc. Auto Debit 230129 000008133513532 Thierry Penichot
2/9/2023		eDeposit IN Branch/Store 02/09/23 01:02:03 PM 1809 Plymouth Rd Minnetonka MN
2/13/2023	\$ 500.00	Barclaycard US Creditcard xxxxx7638 Rebecca Illingworth
2/15/2023		Northwestern Mu Ins Funds 230214 2314835701 R Illingworth Penicho
2/17/2023		Mobile Deposit : Ref Number :807170995269
2/17/2023	\$ 1,500.00	Barclaycard US Creditcard xxxxx7234 Rebecca Illingworth
2/17/2023	\$ 6,159.29	Select Portfolio Sps 0031629173 Rebecca

2/17/2023	\$	6,303.73	Select Portfolio Sps 0031629165 Rebecca
2/21/2023	\$	662.80	Purchase authorized on 02/18 Delta Air 006236 Delta.Com CA S583049754598637 Card 9156
2/21/2023	\$	662.80	Purchase authorized on 02/18 Delta Air 006236 Delta.Com CA S583049754598637 Card 9156
2/21/2023	\$	662.80	Purchase authorized on 02/18 Delta Air 006236 Delta.Com CA S583049754598637 Card 9156
2/21/2023	\$	462.80	Purchase authorized on 02/18 Delta Air 006236 Delta.Com CA S583049754598637 Card 9156
2/21/2023	\$	1,679.15	Purchase authorized on 02/19 American Ai 001237 800-433-7300 TX S303050728143617 Card 9156
2/21/2023	\$	1,679.15	Purchase authorized on 02/19 American Ai 001237 800-433-7300 TX S303050728143617 Card 9156
2/21/2023	\$	291.52	Barclay US Creditcard xxxxx0720 Rebecca Illingworth
2/24/2023			Northwestern Mu Ins Funds 230224 2398156301 R Illingworth Penicho
2/24/2023			Northwestern Mu Ins Funds 230224 2335566601 Thierry Penichot
2/27/2023	\$	500.00	Barclaycard US Creditcard xxxxx7878 Rebecca Illingworth
2/28/2023	\$	681.99	Audi Fincl, Inc. Auto Debit 230228 000008133573498 Thierry Penichot
2/28/2023	\$	687.14	Audi Fincl, Inc. Auto Debit 230228 000008133513532 Thierry Penichot
3/1/2023			Vrbo Payment 230227 000000437421886 ["Vrbo,3091102,Fort Lauderdale,FL,33315,US"]
3/6/2023	\$	1,000.00	Purchase authorized on 03/04 Mercedes-Benz Pemb 954-517-8600 FL S583063666811266 Card 9156
3/6/2023	\$	2,500.00	Purchase authorized on 03/04 Mercedes-Benz Pembroke Pembroke Pine FL P000000481578936 Card 9156
3/9/2023			eDeposit IN Branch/Store 03/09/23 12:54:11 PM 8600 Highway 7 Saint Louis Park MN
3/14/2023	\$	512.99	Non-WF ATM Withdrawal authorized on 03/14 Barrier Reef Drive San Pedro Blz 383073795140372 ATM ID ATM00021 Card 9156
3/14/2023	\$	1,000.00	Barclaycard US Creditcard xxxxx9624 Rebecca Illingworth
3/17/2023	\$	6,159.29	Select Portfolio Sps 0031629173 Rebecca
3/17/2023	\$	6,303.73	Select Portfolio Sps 0031629165 Rebecca
4/7/2023			eDeposit IN Branch/Store 04/07/23 01:54:35 PM 5116 Vernon Ave S Edina MN
4/12/2023	\$	709.00	Vw Credit, Tel. Tel Debit 230411 Ptel8133573498 Thierry Penichot
4/12/2023	\$	714.02	Vw Credit, Tel. Tel Debit 230411 Ptel8133513532 Thierry Penichot
4/17/2023			Pershing Brokerage 230414 Pw1-007834-1Pcd Illingwort
4/20/2023			Pershing Brokerage 230419 Pw1-007834-1Pcd Illingwort
4/21/2023	\$	417.54	Barclaycard US Creditcard xxxxx8349 Rebecca Illingworth
4/21/2023	\$	1,000.00	Barclaycard US Creditcard xxxxx1045 Rebecca Illingworth
4/26/2023			Mobile Deposit : Ref Number :609260638323
5/12/2023	\$	2,498.00	Business to Business ACH Debit - Sba Eidl Loan Payment 230511 0000 2434937804
Total =	\$	713,024.26	

EXHIBIT D

Renovations to the Parklands Home				
Date	Amount	Check #	Payee	Memo
6/3/2021	\$ 11,954.50	1356	Alpine Hardwood	Invoice 6581
6/3/2021	\$ 25,000.00	1357	Dynamic Drywall	Invoice 0070
6/4/2021	\$ 7,280.00	1360	Norseman Architectural Sheet Metal	6032101
6/13/2021	\$ 42,628.97	1363	Synergy	2301 Parklands Road
6/13/2021	\$ 21,305.29	1364	Intersource, Inc.	Final Payment - 2301 Parklands
6/18/2021	\$ 10,000.00	1365	Norseman Architectural Sheet Metal	6142102
6/25/2021	\$ 19,868.00	1375	Norseman Architectural Sheet Metal	2301 Parklands Road
6/28/2021	\$ 5,000.00	1376	Forever Lawn	Down Payment 2301 Parklands Road
6/29/2021	\$ 25,000.00	1377	Interior Life Design Studios	2013 NE 20th Avenue Construction
7/8/2021	\$ 17,074.94	1413	All Seasons Fire	2301 Parklands Road 50% Deposit
7/8/2021	\$ 4,290.00	1416	Town + Country Fence	50% on 2301 Parklands Road
7/8/2021	\$ 4,600.00	1417	Forever Lawn	Deposit 2301 Parklands Road
7/13/2021	\$ 25,000.00	1419	Dynamic Drywall	#0072
7/13/2021	\$ 17,147.79	1420	Vicki VanWiele Design	Invoices 1606/7/8, Est. 691
7/13/2021	\$ 6,045.00	1426	Vicki VanWiele Design	Tile deposit
7/14/2021	\$ 5,134.43	1428	Vicki VanWiele Design	EST 700
7/17/2021	\$ 30,000.00	1431	Partners Woodcraft	
7/17/2021	\$ 13,575.00	1432	Norseman Architectural Sheet Metal	Invoice 07132101
7/17/2021	\$ 50,150.00	1433	CL Cabinets	
7/19/2021	\$ 3,146.18	1436	Vicki VanWiele Design	LR/DR Beams/Distress Mty
7/19/2021	\$ 19,000.00	1438	Partners Woodcraft	
7/20/2021	\$ 3,200.00	1439	Double Diamond	2301 Parklands Road
7/21/2021	\$ 23,600.00	1441	CL Cabinets	
7/21/2021	\$ 10,250.00	1442	John Martin Painting	
7/22/2021	\$ 6,328.17	1443	Irish Setters Tile	
7/22/2021	\$ 9,000.00	1444	Vicki VanWiele Design	Window Shade Deposit
7/26/2021	\$ 500.00	1447	Scott Lorenz	
8/7/2021	\$ 8,135.76	1469	Irish Setters Tile	2301 Parklands Road Invoice 2209
8/6/2021	\$ 1,327.96	1470	Vicki VanWiele Design	1619
8/11/2021	\$ 11,954.50	1476	Alpine Hardwood	Invoice 6766
8/11/2021	\$ 25,000.00	1477	Dynamic Drywall	Invoice 0077
8/13/2021	\$ 15,000.00	1478	Arbor Hill Tree Farm	50% Tree Deposit
8/18/2021	\$ 21,724.22	1480	Vicki VanWiele Design	Invoices (see addendum)
8/20/2021	\$ 5,607.43	1482	Vicki VanWiele Design	Invoice 1633
8/20/2021	\$ 15,000.00	1483	Bleekers Nursery	2301 Parklands Road
9/5/2021	\$ 6,500.00	1530	Current Electric Systems	Invoice 1907
9/9/2021	\$ 7,725.00	1533	O'Brien Ornamental Railing	Deposit 2301 Parklands Road
9/14/2021	\$ 35,000.00	1535	Dynamic Drywall	Inv#0080
9/14/2021	\$ 80,850.00	1536	CL Cabinets	Invoices 451, 452, 470
9/14/2021	\$ 10,127.27	1537	Vicki VanWiele Design	
9/22/2021	\$ 11,957.50	1541	M.Carson Painting	2301 Parklands Road
9/22/2021	\$ 14,077.99	1542	Forever Lawn	2301 Parklands Road Balance
9/23/2021	\$ 64,280.00	1546	Lantz Masonry Concrete	Replacement Check 2301 Parklands Rd
9/24/2021	\$ 14,784.00	1547	CL Cabinets	2301 Parklands Rd Final Payment
9/26/2021	\$ 2,496.00	1549	Murphy Masonry	
9/29/2021	\$ 2,900.00	1563	Vicki VanWiele Design	
9/29/2021	\$ 20,272.03	1564	Irish Setters Tile	2301 Parklands Road
9/29/2021	\$ 1,510.00	1565	Dynamic Drywall	
9/30/2021	\$ 1,216.00	1567	Siegel Brill	2301 Parklands Road
10/5/2021	\$ 22,968.92	1569	Vent-a-Hood	2301 Parklands Road Final Payment
10/12/2021	\$ 575.00	1573	Scott Lorenz	2301 Parklands Road
10/12/2021	\$ 1,975.00	1575	M.Carson Painting	2301 Parklands Road
10/13/2021	\$ 15,985.00	1577	Arbor Hill Tree Farm	
10/14/2021	\$ 4,290.00	1578	Town + Country Fence	2301 Parklands Road Final Payment
10/20/2021	\$ 10,000.00	1579	M.Carson Painting	2301 Parklands Road
10/20/2021	\$ 20,000.00	1580	Dynamic Drywall	Invoice 0083
10/23/2021	\$ 2,850.00	1581	Lake Coast Carpentry	Invoice 1
10/23/2021	\$ 33,306.25	1582	Bleeker Nursery	2301 Parklands Road
10/23/2021	\$ 4,952.35	1583	Synergy	Invoice 13890
10/23/2021	\$ 8,380.00	1584	Norseman Architectural Sheet Metal	Invoice 010082101
11/2/2021	\$ 787.50	1599	Lake Coast Carpentry	
11/11/2021	\$ 25,000.00	1604	Dynamic Drywall	INV0084
11/12/2021	\$ 3,857.15	1605	A1 Vacuum Solutions	CV22815 Final Payment 2301 Parklands RD
11/25/2021	\$ 5,324.59	1609	Lake Coast Carpentry	Invoice 003
12/7/2021	\$ 5,943.50	1622	Irish Setters	Invoice 2233
12/7/2021	\$ 26,291.36	1624	Vicki VanWiele Design	Product Reimbursement

12/7/2021	\$	25,962.00	1625	Partners Woodcraft	Final Granite Payment
12/7/2021	\$	15,360.00	1631	Axel Ohman	Invoice 16409
12/11/2021	\$	6,125.00	1661	O'Brien Ornamental Iron	2301 Parklands Road
12/17/2021	\$	39,405.65	1704	Dynamic Drywall	Completion payment
12/17/2021	\$	36,244.34	1705	Vicki VanWiele Design	Invoices 1659, 1667, 1660, 1671
12/28/2021	\$	18,467.47	1708	Current Electric	Replacement Check
12/28/2021	\$	4,214.87	1709	Lake Coast Carpentry	Invoice #4
1/3/2022	\$	1,323.00	1716	Carlson McCain	2301 Parklands Road
1/4/2022	\$	15,000.00	1722	Vicki VanWiele Design	
1/14/2022	\$	13,892.00	1721	M.Carlson Painting	2301 Parklands Road
1/16/2022	\$	2,846.50	1723	Norseman Architectural Sheet Metal	Invoice 2021-1072R Gutters
1/25/2022	\$	3,372.00	1730	M.Carlson Painting	
2/3/2022	\$	2,933.75	1760	Dynamic Drywall	Invoice 93
2/11/2022	\$	20,500.00	1761	Vicki VanWiele Design	
2/27/2022	\$	6,717.00	1769	Irish Setters	
3/29/2022	\$	47,563.17	1802	Vicki VanWiele Design	
3/29/2022	\$	22,750.00	1803	Partners Woodcraft	
3/29/2022	\$	715.00	1804	M.Carlson Painting	2301 Parklands Road Deposit
4/15/2022	\$	5,040.00	1838	M.Carlson Painting	
4/15/2022	\$	22,750.00	1843	Partners Woodcraft	Replacement Check
4/16/2022	\$	7,831.00	1845	Dynamic Drywall	Invoices 103 + 105
5/2/2022	\$	12,900.00	1875	Swedebro Epoxy	Invoice 2022134
5/11/2022	\$	9,087.17	1896	Get Fresh Paint	Replacement Check
5/11/2022	\$	7,454.56	1897	Advanced Home Environments	Invoice 71489
5/13/2022	\$	8,425.00	1899	Dynamic Drywall	
5/13/2022	\$	25,342.00	1900	All Seasons Fire	Final Payment
5/19/2022	\$	4,806.00	1903	M.Carlson Painting	50% paint outside
6/1/2022	\$	540.00	1907	Alpine Hardwood	2301 Parklands Road
6/2/2022	\$	7,500.00	1908	CVG Railings	2301 Parklands Road Deposit
6/3/2022	\$	2,312.50	1911	M.Carlson Painting	#57322-1
6/6/2022	\$	8,212.00	1913	Nordic Landscape Lighting	2301 Parklands Road
6/9/2022	\$	11,230.00	1944	Dynamic Drywall	
6/20/2022	\$	21,415.54	1948	Dynamic Drywall	
6/21/2022	\$	25,000.00	1949	Bleeker Nursery	
6/30/2022	\$	8,623.37	1952	Clear View Glass Railings	
7/22/2022	\$	74,474.67	1993	Vicki VanWiele Design	
8/2/2022	\$	2,100.00	1996	Sublime Dry Wall	
8/22/2022	\$	5,830.00	2006	O'Brien Ornamental	
9/30/2022	\$	535.00	2015	M.Carlson Painting	
10/12/2022	\$	4,400.00	2017	Hawk Services	
10/18/2022	\$	5,110.00	2021	Hawk Services	
11/2/2022	\$	2,036.20	2025	M.Carlson Painting	2013 Parklands Road
12/7/2022	\$	4,465.00	2028	Hawk Services	
4/12/2023	\$	1,200.00	2034	Bleekers Nursery	Rockler Invoice 881
SUBTOTAL =	\$	1,558,022.31			

Renovations and Expenses for Tinto Cocina + Cantina and The Malt Shop					
Date	Amount	Check #	Payee	Memo	
1/3/2022	\$	1,200.00	1715	Donna Sanders Restaurant Consultant	
1/26/2022	\$	6,551.00	1731	Star Tribune	Tinto Kitchen
3/18/2022	\$	11,000.00	1800	Twin City Fireplace	Tinto Kitchen Deposit
3/30/2022	\$	11,600.00	1806	Vicki VanWiele Design	Chairs Deposit
3/31/2022	\$	23,883.79	1809	Randy's Booth Company	202220321A/p-R2 - 50% down
4/15/2022	\$	2,100.00	1836	Acme Awning	The Malt Shop Awning
4/15/2022	\$	2,600.00	1837	Acme Awning	Tinto Kitchen Deposit
4/15/2022	\$	7,559.62	1840	Affordable Electric	Tinto Kitchen
4/29/2022	\$	24,207.86	1851	Randy's Booth Company	Final payment booths
4/30/2022	\$	9,748.00	1873	Twin City Fireplace	Paid in Full - Tinto Kitchen
5/6/2022	\$	4,000.00	1881	Little Box	Malt Shop Renovation
6/1/2022	\$	18,059.78	1905	Affordable Electric	Replacement check - Confirm receipt
8/3/2022	\$	16,284.00	1998	Affordable Electric	
8/4/2022	\$	22,330.89	1999	Evolve Systems	TMS \$15,081.89, Tinto \$6,750, IC \$499
8/25/2022	\$	9,399.98	2008	JOS Palen	
9/28/2022	\$	4,776.50	2013	Affordable Electric	
10/12/2022	\$	32,706.72	2019	Randy's Booth Company	Final Payment
SUBTOTAL =	\$	208,008.14			

Renovations and Expenses Relating to Illingworth's Florida Properties				
Date	Amount	Check #	Payee	Memo
7/14/2021	\$ 9,714.68	1427	Interior Life Design Studios	
8/10/2021	\$ 20,000.00	1475	Interior Life Design Studios	Carlos 2nd Payment
8/20/2021	\$ 3,000.00	1481	Soderlund Architecture	
9/1/2021	\$ 7,558.69	1524	Interior Life Design Studios	Invoice 1414
9/1/2021	\$ 3,625.00	1526	Artisan Pools	Deposit 2013 NE 20th, Fort Lauderdale
9/22/2021	\$ 1,540.00	1543	Interior Life Design Studios	Top Notch Reimbursement
9/22/2021	\$ 22,720.00	1544	Interior Life Design Studios	VPG Change Order Invoice 21030-CO1
9/29/2021	\$ 3,172.02	1566	Interior Life Design Studios	
10/1/2021	\$ 256.30	1568	Interior Life Design Studios	
12/7/2021	\$ 20,331.07	1626	Interior Life Design Studios	
12/7/2021	\$ 1,650.00	1629	Interior Life Design Studios	Invoice 1460
1/7/2022	\$ 11,500.00	1720	Interior Life Design Studios	Deposit for closets
1/16/2022	\$ 3,360.00	1724	Cole, Scott and Kissane	Rebecca Illingworth Penichot
1/25/2022	\$ 28,365.00	1727	VPG Construction Management	21030-3 + 21030-CO2
1/25/2022	\$ 6,662.17	1728	Interior Life Design Studios	Invoice 1467 + Art Reimbursement
1/26/2022	\$ 9,425.00	1732	H2 EcoLandscape	2013 NE 20th Ave, FLL
2/12/2022	\$ 3,710.00	1762	H2Eco	
2/14/2022	\$ 600.00	1763	H2Eco	Deposit
2/27/2022	\$ 5,547.95	1768	Interior Life Design Studios	
3/17/2022	\$ 9,750.00	1795	VPG Construction Management	2201-2 21030-CO3
3/17/2022	\$ 17,962.50	1796	H2Eco	2013 NE 20th Ave
4/15/2022	\$ 5,460.00	1839	Cole, Scott and Kissane	Rebecca Illingworth Penichot
4/15/2022	\$ 4,000.00	1842	Interior Life Design Studios	Design Fee
4/16/2022	\$ 6,465.00	1844	H2Eco	2013 NE 20th Ave
4/19/2022	\$ 6,675.00	1846	H2Eco	38663/38672
5/3/2022	\$ 10,485.00	1876	H2Eco	Duplex Deposit
5/4/2022	\$ 6,300.00	1877	Coral Pavers	50% down
5/6/2022	\$ 48,340.46	1882	Interior Life Design Studios	
5/6/2022	\$ 2,731.71	1883	Interior Life Design Studios	
5/10/2022	\$ 7,429.00	1884	H2Eco	
5/12/2022	\$ 11,440.00	1898	H2Eco	
6/3/2022	\$ 24,285.00	1910	Reliant Roofing Systems	
6/14/2022	\$ 19,569.17	1946	Interior Life Design Studios	
6/14/2022	\$ 10,136.56	1947	Interior Life Design Studios	
6/30/2022	\$ 28,237.65	1953	H2Eco	38695
7/23/2022	\$ 16,568.70	1994	Interior Life Design Studios	
8/16/2022	\$ 24,790.00	2003	VPG Construction Management	
8/21/2022	\$ 5,000.00	2005	Interior Life Design Studios	Thank you
8/23/2022	\$ 7,760.00	2007	Reliant Roofing Systems	Final Payment
9/26/2022	\$ 5,752.94	2009	Interior Life Design Studios	1516, 1517
10/12/2022	\$ 18,038.43	2018	Interior Life Design Studios	Reimbursed invoices
10/18/2022	\$ 3,625.03	2022	Interior Life Design Studios	
11/29/2022	\$ 6,643.24	2027	Interior Life Design Studios	Invoice 1526
12/31/2022	\$ 1,061.44	2030	Interior Life Design Studios	
1/20/2023	\$ 6,186.80	2031	Interior Life Design Studios	Invoice 1530
1/21/2023	\$ 7,108.08	2032	Cole, Scott and Kissane	Rebecca Penichot
4/20/2023	\$ 600.00	2038	Interior Life Design Studios	Invoice 1542
SUBTOTAL =	\$ 485,139.59			
TOTAL	\$ 2,251,170.04			